

EXHIBIT A

EXHIBIT A

**NOTICE OF PUBLIC SALE OF COLLATERAL PURSUANT TO NEW YORK
UNIFORM COMMERCIAL CODE**

PLEASE TAKE NOTICE, that pursuant to Section 9-610 of the New York State Uniform Commercial Code (the "Code") by virtue of certain defaults under the provisions of that certain loan (the "Loan"), evidenced by, among other things, that certain Amended and Restated Promissory Note dated as of May 27, 2011 (together with any amendments, restatements or other modifications, collectively, the "Note"), in the original principal amount of \$4,941,009.59, executed and delivered by AC I Manahawkin Mezz LLC ("Borrower") to and for the benefit of RCG LV Debt IV Non-REIT Assets Holdings LLC ("Lender"), and secured by, among other things, that certain Pledge and Security Agreement dated February 3, 2011 (together with any amendments, restatements or other modifications, collectively, the "Pledge") made by Borrower in favor of Lender and that certain Mezzanine Loan Agreement dated February 3, 2011 between Borrower and Lender (together with any amendments, restatements or other modifications, collectively, the "Loan Agreement") (the Note, Pledge, Loan Agreement and other documents evidencing, securing or guaranteeing the Loan are hereinafter referred to collectively as the "Loan Documents"), the Lender will offer for sale or cause to be sold at public auction and sold to the highest qualified bidder (the "Sale") all of Borrower's and Lenders right, title and interest in and to the following: (a) all limited liability company membership interests, partnership interests, capital stock or other equity interests of the Borrower in and to AC I Manahawkin LLC ("AC I") along with any options, warrants and other rights in same, and all other property, rights or instruments of any description at any time issued or issuable as an addition to or in substitution for such membership interests, partnership interests, capital stock or other equity interests owned by Borrower; (b) all certificates, instruments or other writings representing the Borrower's ownership interest(s) in AC I, along with all accounts and general intangibles arising out of or in connection with the interests of AC I which are owned by Borrower; (c) any and all money or property due and to become due to Borrower with respect to Borrower's ownership interest in AC I to which Borrower is entitled by way of a dividend, distribution, return of capital or otherwise; (d) any and all claims Borrower may have in its capacity as a member, partner, shareholder or other equity holder in and to AC I and its property; (e) all rights of Borrower in and to any Formation Agreement for AC I and any other agreement relating to the ownership of AC I; (f) all accounts, general intangibles, instruments and investment property as those terms are defined in the New York State Uniform Commercial Code; (g) Borrower's rights in and to any Net Liquidation Proceeds after Debt Service as that term is defined within the Loan Agreement; (h) all Borrower's right, title and interest in and to and under any policy of insurance payable by reason of loss of damage to the aforementioned; (i) all "accounts," "general intangibles," "instruments," and "investment property" as those terms are defined within the Code constituting or relating to the aforementioned; (j) all proceeds, income and profits thereof and all property received in exchange or substitution thereof, of any of the aforementioned property of Borrower (collectively, the "Collateral"). The Collateral was pledged to the Lender to secure the Borrower's debts and obligations due to Lender pursuant to the Loan Documents.

SUBJECT TO ALL OF THE TERMS OF THIS NOTICE, the Sale will be held at the offices of Rosenberg & Estis, P.C., 733 3rd Avenue, New York, New York 10017 on June 4,

2014 at 3:00 p.m. (Eastern Time) (the "Sale Date") by Mannion Auctions, LLC by William Mannion, Licensed Auctioneer, NYC DCA # 796322. The Collateral will be sold pursuant to the following terms and conditions: on the Sale Date, the Collateral will be offered for public sale, in bulk, with reserve, and sold to the highest bidder at the conclusion of the Sale, as determined by the Lender in its sole and absolute discretion, on an "AS IS, WHERE IS" basis, without recourse, and without representation or warranty of any kind, including, without limitation, conditions of title, value or quality of the Collateral, or with regard to assets, liabilities, financial condition or earnings of Borrower or any of its affiliates. WITHOUT LIMITATION TO THE FOREGOING, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE IN THE SALE ARE EXPRESSLY DISCLAIMED. Lender reserves the right to credit bid any and all amounts owed to it by Borrower under the Loan Documents and to apply the expenses of the Sale and all or any part of the total amount of the indebtedness owed to Lender under the Loan Documents, in satisfaction of the purchase price. Lender reserves all of the rights accruing to it under the Loan Documents, including the right to seek a judgment for any deficiency remaining on account of its indebtedness, after the conclusion of the Sale.

The Borrower is entitled to an accounting of the unpaid indebtedness secured by the Collateral that is being sold pursuant to this Notice. The Borrower may request such an accounting by contacting Lender's counsel below.

The Lender reserves the right to impose any other commercially reasonable conditions upon the Sale of the Collateral, to reject, as Lender deems appropriate, any bids, or to adjourn, delay or terminate the sale.

In addition to the foregoing, the Sale will be conducted by live auction and pursuant to the following procedures:

All prospective bidders must register prior to the sale with Lender's counsel as provided for below no later than 5:00 pm Eastern Time on May 30, 2014 by sending their name, firm or institution name, address, phone number and email address to Lender's counsel. The rights and obligations of the Successful Bidder may be impacted by an Intercreditor Agreement. The Successful Bidder must qualify as a "Qualified Transferee" as defined by the Intercreditor Agreement and submit proof of their qualification as such along with its registration to bid as provided for herein. With its bid, the Successful Bidder shall be obligated to represent that it is a Qualified Transferee as such term is defined in the Intercreditor Agreement and provide evidence satisfactory to Lender that the Successful Bidder is a Qualified Transferee as that term is defined by the Intercreditor Agreement.

All prospective bidders must demonstrate their financial ability to tender payment for the Collateral in advance of bidding. No offers may be withdrawn once made, but no sale shall be final until accepted in writing by Lender or its agent. All bidders (other than the Lender) shall present a down payment (the "Down Payment") in the form of a bank check, certified check or money order payable to Lender for not less than 10% of such bidder's final successful bid for the Collateral. All Bids must be in the form of cash and without condition or contingency of performance of any kind. All Bids shall be irrevocable until forty-eight (48) hours after the acceptance of the Bid.

After the successful bidder's bid is accepted (the "Accepted Bid"), the successful bidder (except if the Lender is the successful bidder) shall pay the Lender the amount of the Accepted Bid less the Down Payment (the "Balance") within thirty (30) days of the conclusion of the Sale. If the Successful Bidder fails to pay the Balance as aforesaid, the Lender shall retain the Down

Payment as liquidated damages which retention shall not be deemed a forfeiture and Lender may, but in no event is Lender obligated, offer the collateral to the next highest bidder.

Lender reserves the right, on or prior to the Sale, to withdraw all or any part of the Collateral from the Sale for any reason whatsoever, to modify, waive or amend any terms or conditions of the Sale and, if Lender deems appropriate, to reject any or all bids or to continue the Sale to such time and place as Lender, in its sole and absolute discretion, may deem fit, or to cancel such Sale. Additional or amended terms and conditions of the Sale may be announced on the Sale Date, or any continued Sale Date.

The Collateral has not been registered for sale under the Securities Act of 1933 (the "Act") or any state securities or Blue Sky laws, and as such may not be sold or otherwise transferred unless (a) they are registered under the Act and any applicable state law or (b) such sale or transfer is exempt from such registration and the bidder has received an opinion from its counsel acceptable to it to the effect that such sale or transfer is so exempt. This notice does not constitute an offer to secure a solicitation or an offer to buy the pledged interests in any state to any person to whom it is unlawful to make such offer or solicitation. Only accredited investors, as that term is defined in Regulation D of the Act, may participate in the Sale.

Interested parties who would like additional information regarding the Collateral, the requirements to be a "qualified bidder" for the Collateral, or the terms of the sale should contact the agent for Secured Party, Eastern Consolidated, at 355 Lexington Avenue, New York, New York 10017, Attention: David Schechtman, Telephone: 212-658-7352, e-mail: dschechtman@easternconsolidated.com or the Secured Party's counsel, Rosenberg & Estis, P.C., 733 Third Avenue, New York, New York 10017, Attention: Michael E. Lefkowitz, Esq., Telephone: 212-867-6000, e-mail: mlefkowitz@rosenbergestis.com.

Dated: May 12, 2014

ROSENBERG & ESTIS, PC
733 Third Avenue
New York, New York 10017
(212) 867-6000
Attention: Michael E. Lefkowitz, Esq.
Attorneys for Lender/Secured Party